

FILED

United States District Court  
For the Middle District of Tennessee  
Nashville Division

2024 JAN 29 AM 11:32  
U.S. DISTRICT COURT  
MIDDLE DISTRICT OF TN

ANDRE LEMAURIO JOHNSON  
PLAINTIFF

VS.

DAVID FRANKENBERG  
Chief Financial Officer  
NASHVILLE ELECTRIC SERVICE  
DEFENDANT(S) et al

**Complaint**

Comes Now Plaintiff Andre Lemauro Johnson who will show this court that said defendant DAVID FRANKENBERG Chief Financial Officer of NASHVILLE ELECTRIC SERVICE is in breach of contract and his fiduciary duties. On October 5, 2023, I deposited with NASHVILLE ELECTRIC SERVICE collateral security (i.e. an application) for electric service, this application was accredited. There was a contract executed on said date of October 5, 2023, in which I was to receive electricity on a month to month cycle. I was required to put down a security deposit of (\$250.00) Two Hundred Fifty Dollars due to principal credit being insufficient to support establishing said account without said security deposit. I notified CFO David Frankenberg that that the principal is entitled to receive credits on the principal account each month to be credited to the principal account number 1628026-0180104 as a dividend interest payment as an investor having provided said collateral security i.e. application and I expressed the principal notice of equitable interest to CFO Frankenberg in 3 different Notices. See Exhibit Notices First, Second, and Final Notice. On December 4, 2023, when the balance was due on the principal account I delivered a tender of payment/bill of exchange along with a letter of instructions and a durable power of attorney by mail to the Chief Financial Officer David Frankenberg of Nashville Electric

exchange in the amount of (\$341.51) Three Hundred Forty-One Dollars and Fifty-One Cents that was also not returned. I gave notice to CFO David Frankenberg that I claimed all rights, titles, and interest in equity in the collateral security i.e. application that was deposited on October 5, 2023 as well as my equitable interest in each negotiable instrument tender of payment bill of exchange delivered. CFO David Frankenberg has a fiduciary duty to me as an investor and by not crediting the equitable interest to the principal account CFO David Frankenberg has continued the blatant violation, practice and breach of his fiduciary duty as referenced in the Federal Depository Insurance Act as well as the Federal Reserve Act Section 16 part 2 and the Equal Opportunity Consumer Credit Act codified at 15 usc 1601-1602 et seq. I am hereby requesting that this court issue a temporary injunction against CFO Frankenberg to have him immediately restore electric service to 2906 Knobdale Drive, Nashville, Tennessee 37214 until the rights of the parties can be determined. If CFO David Frankenberg has or had no intention of honoring the prepayment of said account that was by way of the collateral security i.e. the application then David Frankenberg Chief Financial Officer of Nashville Electric Service should be ordered to return said collateral security i.e. the application and all the proceeds and equitable interest associated and provide an accounting of the collateral security whereabouts and be required to produce any and all pertinent records in reference to this account, answer interrogatories and/or be deposed concerning the unlawful violation, practices and breach of fiduciary duty.

CFO David Frankenberg has and continues to be in breach of contract and his fiduciary duties in which he knowingly with intent did suspend electric service at 2906 Knobdale Drive, Nashville, Tennessee 37214 on December 20, 2023. During this suspension of electric services I have suffered injury i.e. durable and perishable goods have been ruined due to weather conditions having plunged into freezing conditions my rights have been trampled upon my emotional stress has risen due to his unsafe practices. My rights to be safe and secure from unsafe practices such as the violation, practice or breach exhibited by CFO David Frankenberg should be enforced due to the failure of his breach of breach of fiduciary duty which still remains. I am also requesting any and all equitable relief this court deems just. See Exhibits Tender of payment, Letter of Instructions, Bill of Exchange and said Notices as well as October 5, 2023, application.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the (pleading) \_\_\_\_\_  
has been served on:

(Name) DAVID FRANKENBERG  
(Address) \_\_\_\_\_  
(Address) \_\_\_\_\_

(Name) \_\_\_\_\_  
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(Address) \_\_\_\_\_  
(Address) \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*[Signature]*  
Signature